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Contract Database Metadata Elements

Title: **Troy, City of and Department of Public Safety, Bureau of Fire, Uniformed Fire Chiefs' Association (1996) (MOA)**

Employer Name: **Troy, City of**

Union: **Department of Public Safety, Bureau of Fire, Uniformed Fire Chiefs' Association**

Effective Date: **01/01/96**

Expiration Date: **12/31/99**

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MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF TROY
DEPARTMENT OF PUBLIC SAFETY
BUREAU OF FIRE
AND THE UNIFORMED FIRECHIEFS' ASSOCIATION

WHEREAS, the parties have entered into a collective bargaining agreement for the period January 1, 1996 through December 31, 1999; and

WHEREAS, the Uniformed Firechiefs' Association has filed grievances concerning the appointment of a sixth Battalion Chief and the City's prescription drug plan; and

WHEREAS, the City has denied the grievances; and

WHEREAS, the parties desire to resolve their differences.

NOW THEREFORE, in exchange for the mutual premises and the covenants herein, it is agreed:

(1) Grievants hereby withdraw the above referenced grievances.

(2) Henceforth, members of the Uniformed Firechiefs' Association shall participate in the City's prescription drug plan for employees.

(3) The City shall reimburse members for documented out-of-pocket prescription drug expenses incurred during the months of June, July, August, September, and October 1998 up to the same level of benefit that would have been provided had the members participated in the plan during those months.

(4) Without prejudice to the City's position that it may employ as many Battalion Chiefs as it wishes or to the Union's position that the City may not employ more than five, the City shall employ five active Battalion Chiefs through December 31, 1999. The parties expect that a sixth Battalion Chief, Charles Reardon, who is inactive and on extended sick leave, will never return to active duty. The City agrees that through December 31, 1999, it will not replace Battalion Chief Reardon should he cease to be an employee prior to that time.

(5) Article IX, section C (1) is amended to read:

C. The basic work schedule of chief officers shall be as follows:

1. Chief, Assistant Chief, and Battalion Chiefs

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Fire Chiefs
9

assigned as Training Officer, Fire Prevention and Inspection Officer: Eight (8) hours a day, Monday through Friday as scheduled between the hours of 7:00 a.m. and 5:00 p.m.

(6) Article IX D is amended to read:

D. Schedules may be adjusted to assure adequate command presence but not arbitrarily, capriciously, or punitively.

E/C (7) ~~Each party~~ ^{The City} shall be responsible to pay ~~one-half of the~~ arbitrator's fee in this proceeding. *E/C* *MPP*

(8) This agreement has no precedential value whatsoever and may not be used as evidence in any proceeding, other than one for its own enforcement.

(9) This represents the entire agreement of the parties.

(10) The parties expressly agree that the provisions of this Memorandum shall "sunset" and expire at 12:00 midnight, December 31, 1999 and shall not be continued or extended beyond that time by operation of law or otherwise, except by voluntary agreement.

Date: October 27, 1998

THE CITY OF TROY, NEW YORK

by: *Mark P. Pattison*
Mark P. Pattison, Mayor

UNIFORMED FIRECHIEFS' ASSOCIATION

by: *Edward J. Cummings*
Edward Cummings, Pres.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TROY UNIFORMED FIRECHIEFS' ASSOCIATION
AND
THE CITY OF TROY, NEW YORK

PURPOSE

In recognition of the current and projected financial circumstances of the City of Troy and, being desirous of assisting the City administration in its good faith effort to continue to provide essential fire and emergency medical services without interruption or significant diminution, the Troy Uniformed Firechiefs' Association offers in the interest of the general welfare of the community its willingness, short of negotiations, to modify the contract existing between the City and the Association in the hope it will thereby enable the City to create investor confidence in the soundness of its obligations.

Accordingly, the collective bargaining agreement entitled "AGREEMENT BETWEEN THE CITY OF TROY DEPARTMENT OF PUBLIC SAFETY BUREAU OF FIRE AND THE TROY FIRECHIEF'S CONTRACT 1 January 92 through 31 December 92" entered into on the day of April 1992 together with its several memoranda executed at various times including the memorandum entitled "MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TROY, NEW YORK AND THE TROY UNIFORMED FIRE CHIEF'S ASSOCIATION" dated the 24th day of November, 1992; the agreement entitled "LABOR AGREEMENT 1994 AND 1995" dated the 16th day of November 1993; the memorandum entitled "MEMORANDUM OF UNDERSTANDING BETWEEN THE TROY UNIFORMED FIRECHIEFS' ASSOCIATION AND THE CITY OF TROY, NEW YORK" dated August 26, 1994; the memorandum entitled "MEMORANDUM OF UNDERSTANDING" dated the ____ day of October 1994; and the undated memorandum entitled "MEMORANDUM OF UNDERSTANDING" signed by Thomas O. Garrett and Charles M. Mills is hereby amended, effective immediately after ratification by the principal authorizing bodies of the parties and approval of the Troy Supervisory Board as follows:

1. Paragraph 3 of the Memorandum of Understanding dated the ____ day of October 1994 signed by Thomas O. Garrett and David Grandeau shall be amended by adding the following:

3. In accordance with this proposal the Uniformed Firechiefs' Association agrees to a reduction in the number of chief officers to be included in the budget. There shall be a Chief of Department, an Assistant Chief of Department, and five (5) Battalion Chiefs of Department.

The remaining Chiefs will assume the duties and obligations that were formerly held by the Deputy Chief and one (1) Battalion chief whose position will no longer be funded. The end result being a cost savings to the City.

2. Article XIII B 5 is amended by changing "sixty-three" (63) to "forty-two (42)" effective July 1, 1998, for members promoted into a position in the Association on or after the date this agreement is executed; and said Article XIII(B)(5) is amended by changing "sixty-three (63)" to "fifty-six (56)" for all other Association members.

3. Article XXIII (11) is amended by changing "four (4)" to "three (3)".

4. Article XXIII is amended by adding thereto a new paragraph to be known as "12" and shall read as follows:

12. This agreement shall, at the option of the Association only, be re-opened for the exclusive and restricted purpose of bargaining collectively for increments in wages, salaries and premium pay for 1998 and 1999, limited to the monetary items contained in Schedule "A". Such option must be exercised by the Association in writing no sooner than July 1, 1997 and no later than July 31, 1997. Failure to exercise the option shall constitute a waiver of the Association's right to this economic re-opener. In the event this option is timely exercised by the Association, the parties agree to discuss, at the same time, cost-saving measures proposed by the City which would permit the City to pay an increase in wages, salaries and premium pay in 1998 and 1999.

5. Page 33 of the contract is amended by deleting the last paragraph which is untitled and by substituting a new paragraph to follow the new paragraph 12 set forth above, and to be known as paragraph 13 and it shall read as follows:

13. There shall be no layoff of permanent employees. The parties intend that each and every member of the Troy Uniformed Firechiefs' Association employed as of the date of the execution of this agreement shall be assured employment equal to the number of days worked in calendar year 1995 from this date through December 31, 1999, or until a successor bargaining agreement is reached. Each member shall be continued in employment in at least his present capacity without reduction or diminution of benefits, regular schedule "A" wages, salaries, premium pay and longevity.

6. Page 33 of the contract is further amended by adding a new paragraph 14 which shall read as follows:

14. This agreement may not be modified without further approval of the Troy Supervisory Board except as permitted by the regulations of said Troy Supervisory Board.

7. Article XIII C(4) After the first sentence add the following:

Employees shall be paid for all unused personal leave as of the last day of the year for a maximum of twelve (12) hours of unused personal leave.

8. Article XIII C(1) is amended by striking the present paragraph and substituting therefor the following paragraph:

1. Employees shall be granted a maximum of forty-eight (48) hours of personal leave. Employees may take personal leave time upon reasonable notice to and with the approval of the Fire Chief, except in emergencies when prior notice is impractical. Such leave may be taken in units of two (2) to twenty-four (24) hours.

9. Schedule A (2) Longevity Schedule is amended by adding a subdivision e to read as follows:

e. In addition to the sums paid out as set forth in a,b,c, and d above, those employees who have completed twenty (20) years of service, the sum of one thousand two hundred (\$1,200) dollars, such sum to be paid but once only regardless of the number of years worked beyond twenty (20).

10. Article XIV shall be amended by adding a new paragraph to read as follows:

Employees hired by the City on and after July 1, 1996 shall, together with their dependents, have the same benefits under this Article as present employees except that they shall contribute fifteen (15) percent of the premium costs for individual and for dependent coverage throughout their employment with the City and throughout their retirement.

Article XIV shall be further amended to conform to the City's present health insurance benefit.

11. The 207(A) procedure agreement existing between the Uniformed Firefighters Association and the City executed on September 16, 1993, and as amended herein is made a part of this contract and shall be known as Schedule "B". Further, the light duty therein described shall extend to and include personnel who are placed on non-duty connected sick leave on or after July 1, 1996. All light duty personnel are subject to eight (8) or twenty-four (24) hour tours, or such portion thereof as may be medically permitted.

(SCHEDULE "B" ATTACHED)

12. Article IX C(1) Change "five (5) days per week" to "Monday through Friday"

13. Article IX C(2)(I) shall be stricken in its entirety.

14. Article IX C(2)(D) shall be amended to read as follows: "Schedules may be adjusted to assure adequate command presence." All other material in the paragraph shall be stricken in its entirety.

15. Article XXIII(7) shall be amended to read as follows:

7. This agreement shall become effective immediately

upon approval of the Troy Supervisory Board and shall terminate on December 31, 1999. This agreement shall supersede all Rules, Regulations, Ordinances, Charter provisions and directives inconsistent with the terms hereof. If the parties have failed to agree upon a new contract on or before December 31, 1999, all of the terms and conditions set forth in this agreement and any supplement and modification thereof shall continue in full force and effect until the date of execution of the new agreement.

16. Article XXIII(10) shall be amended to read as follows:

10. At any time during the course of his/her employment an employee may, at their option, work Kelly Days (to a maximum of eight (8), during any two (2) years of employment and may, at their option, defer payment for such time worked until their final month of service. For those members whose schedules do not include the earning of Kelly Days, the provisions of this section may be used to allow such members to apply compensatory credits to a maximum of one hundred ninety-two (192) hours in any two (2) years of employment so that all members of the Association receive equal treatment. This shall be allowed only once during the employee's career.


17. Article XII (B) is amended to change "twelve (12) hours compensatory time" to "six (6) hours compensatory time".

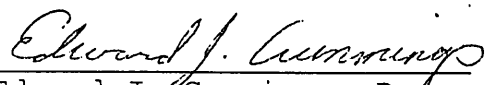
18. In consideration of this offer by the Troy Uniformed Firechiefs' Association to make the concessions hereinabove number 1 to 17 inclusive, the City agrees that it shall not directly or indirectly seek further concessions, allowances, accommodations or "give-backs" from the Association.

IN WITNESS WHEREOF, the parties have entered into this agreement on this 28 day of June 1996.

CITY OF TROY, NEW YORK

TROY UNIFORMED FIRECHIEFS'
ASSOCIATION

By: 
Mark P. Pattison, Mayor

By: 
Edward J. Cummings, Pres.

ARTICLE XXV. PERFORMANCE OF DUTY INJURY/ILLNESS

This Article is intended:

1. To establish the mechanics of application for, and allowance of, benefits pursuant to General Municipal Law Section 207-a relating to the payment of salary, medical and hospital expenses of Firefighters with injuries or illness incurred in the performance of duties; and

2. To establish a list of specified types of light duty as may be appropriate.

This article is not to be construed as repealing or restricting any rights of either of the parties to this agreement or substantively affecting additional requirements as contained in the statute or otherwise determined by law.

A. PROCEDURE

1. In all cases where it appears that a Firefighter has an injury or illness which was apparently incurred in the line of duty, the Firefighter, or in the event he is physically unable to make application, then someone acting on his behalf, shall submit an Application for Disability Benefits Form (hereinafter "Application") to the Chief. The Application shall be submitted to the Firechief within thirty (30) days after the incident which gave rise to the injury or illness causing disability. In the event the injury or illness is not readily discoverable and is of a latent nature, then the Firefighter shall make Application within thirty (30) days of the discovery by the Firefighter of the injury/illness giving rise to the disability.

2. Upon receipt by the Firechief of the application, the Firechief shall make an initial determination as to eligibility for disability benefits within thirty (30) days. His decision shall be communicated in writing to the subject Firefighter.

3. The Application for Disability Benefit Form shall set forth the following information:

- a) the time and place of the incident;
- b) the names and addresses of any witnesses to the incident;
- c) the nature and extent of the applicant's injury or illness;
- d) the names and addresses of any and all treating physicians and hospitals;
- e) a detailed statement by the Firefighter as to how and in what manner the injury or illness was incurred during the line of duty.

4. After filing the Application, the applicant shall authorize the release to the City's physician of all relevant medical information which is relevant and material to the incident and/or the alleged disability. The applicant shall also submit to reasonable and usual medical examination as required the Firechief for the purpose of treatment, care or inspection or the making of any initial determination as to eligibility for disability benefits.

5. The Firechief is authorized to cause periodic medical reviews from time to time by the City's physician or in the event of his unavailability by one other physician selected by the

Firechief in order to determine the applicant's continued eligibility for benefits. Such medical reviews shall be at reasonable intervals appropriate to the usual course of treatment of the subject injury or illness.

6. Any injured or sick Firefighter who shall refuse to permit medical inspections as provided for herein, or to accept commonly proscribed medical treatment or hospital care, except surgery, recommended by the City's physician shall be deemed to have waived all of his rights under this procedure in respect to expenses incurred for such medical treatment or hospital care and to salary or wages payable after such refusal.

7. In the event the Chief determines that a Firefighter is not eligible for benefits, or that a Firefighter is no longer entitled to continued benefits he shall so notify the Firefighter in writing within thirty (30) days of his receipt of said Application.

8. A Firefighter who does not accept the Chief's decision of ineligibility may demand a review hearing. Such demand shall be in writing and be served upon the Chief's office with a copy to the Corporation Counsel's office within thirty (30) days of receipt of the Chief's decision.

9. The Mayor shall appoint an impartial arbitrator to conduct the hearing. The costs and expenses of the arbitration shall be borne fully by the losing party, unless otherwise apportioned by the Arbitrator. In the event the Applicant shall be responsible for costs and expenses, the City is authorized to deduct an equivalent sum directly from the Applicant's wages. Both the City

and Applicant shall have the right to seek review of any adverse determination by the arbitrator pursuant to Article 78 of the Civil Practice Law and Rules.

B. LIGHT DUTY

1. If a Firefighter receiving General Municipal Law Section 207-a benefits is not eligible for, or is not granted a New York State accidental disability allowance pursuant to the Retirement and Social Security Law, the Chief shall obtain a medical opinion from the City's physician as to whether or not the Firefighter is able to perform his regular duties as a result of such injury or illness; and if the Firefighter is not able to perform his regular duties, whether he is able to perform specified types of light duty.

2. If it is medically determined by the City's physician that the Firefighter is in fact able to perform the light duty specified, the Chief may issue a written Order directing the Firefighter to report for such specified light duty assignment as may be available, provided that such assignment is consistent with his status as a Firefighter and is limited to the types of duty hereinbelow set forth.

3. In the event there is a dispute as to the Firefighter's ability to perform light duty assignments or if a Firefighter receiving Section 207-a benefits disagrees with an Order directing him to report for light duty assignment, he may request a hearing as provided for in paragraphs "A. 8." and "A. 9." of this article.

4. A Firefighter who is receiving benefits under Section 207-a shall notify the Chief in writing of a change in medical

condition which, according to his physician, enables him to return to full and regular duty or to perform certain light duty within twenty-four (24) hours of receipt of such information by the Firefighter. Failure to notify the Chief shall constitute grounds for termination of Section 207-a benefits as provided for in paragraph "A. 6.p." herein or for disciplinary action.

C. LIGHT DUTY DESCRIPTIONS IN BUREAU OF FIRE

FIRE PREVENTION BUREAU

- A. Inspections - under the direction of the Chief of Fire Prevention, participate on inspection tours. Requires minimum walking and climbing of stairs.
- B. Lectures - prepare and present lectures to schools and interested groups on Fire Prevention activities. Would require minimum walking and standing.
- C. Extinguisher Demonstrations - extinguisher demonstrations to interested groups. Explaining operation while someone else would be doing actual operation. This would require minimum walking and standing.
- D. Record Keeping - record keeping in Fire Prevention office. This would require filing and updating of all records and answering telephones. No walking or heavy lifting involved. This is a desk job.

TRAINING

- A. Training Exercises - under the direction of the training instructor, would assist the instructor by explaining the training exercises and supervising the doing of same. Use the blackboard, overhead projector, video equipment and slide

trays when teaching these exercises. Minimum walking involved. No lifting or physical exercise involved.

- B. Record Keeping - recording keeping and filing of daily records. Would assist instructor in preparing class lessons. Minimum walking and standing required.

CHIEF'S OFFICE

Engage in the ordinary and usual record keeping and administrative functions of the Chief's office.

FIRE STATION DUTIES

- A. Sitting at the watch desk answering the telephone, receiving fire calls and relaying to personnel all alarms. Operate doors by using button to open and close. Keeping journal book up to date. Maintaining watch on station when fire apparatus is out. Desk job.
- B. Checking vehicles - assist in checking vehicles for small tools, fluid levels, etc.. No physical exertion.
- C. Cleaning Vehicles - assist in applying water with hose. Others will do the actual cleaning. No physical exertion.
- D. Assist in the usual and ordinary housekeeping and maintenance functions in maintaining the cleanliness and good repair of posted quarters.

TROY UNIFORMED FIRE CHIEF'S ASSOCIATION



MEMORANDUM OF UNDERSTANDING

The Troy Uniform Fire Chiefs Association, hereinafter "UFCA", and the City of Troy, New York, mutually express on this ____ day of October, 1994, their intention and agreement to submit and recommend to their principal authorizing bodies, the following amendments and changes to the several collective bargaining agreements and/or memorandums of understanding existing between them to this date, same to be effective January 1, 1994:

1. Except as modified herein, all collective bargaining agreements and memorandum of understanding presently in effect, together with this agreement, shall, upon ratification, be continued and extended until December 31, 1997, and thereafter until such time as a successor agreement between the parties may be reached and executed.

A. The four percent salary increase previously agreed to for each member of the UFCA for 1995 is eliminated to the effect of no-wage increase for 1995. In addition, there shall be no-wage increase for 1996. For calendar year 1997, there shall be a 2.25 percent salary increase for each member of the UFCA.

B. In the event that any other labor unit in the City of Troy is awarded by arbitration a greater salary percentage increase than that contained herein, the parties agree to reopen negotiations, limited solely to salary increase. The UFCA shall give the City of Troy at least 30 days written notice of their

intention to reopen negotiations subsequent to said arbitration award.

2. Vacation leave for all members of the UFCA is reduced by one week.

3. For reasons of insuring the adequacy of the delivery of services to the public as well as the safety of personnel, staffing levels up to and including the rank of Chief of the Department shall be continued throughout the duration of this agreement at the same number as are in existence at the time of the signing of this agreement. Notwithstanding the above, the UFCA agrees to eliminate the Battalion Chief positions held by Charles W. Reardon upon his retirement and the position already vacated and not yet filled formerly held by J. Michael Harrison. The purpose of this provision is to ultimately result in the following positions: Chief of the Department, Assistant Chief of the Department, Deputy Chief of the Department, as well as six Battalion Chiefs of the Department.

4. Article XV of the Principal Collective Bargaining Agreement is hereby amended by adding Section 384-e of the New York Retirement and Social Security Law. Before January 1, 1995, the City of Troy shall enact such appropriate, separate legislation as may be required to implement this addition. Said legislation implementing Section 384-e will take effect on January 1, 1995.

UNIFORM FIRE CHIEFS ASSOCIATION

By: 

THOMAS O. GARRETT, President

THE CITY OF TROY

By: 

DAVID GRANDEAU, City Manager

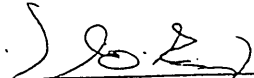
TROY UNIFORMED FIRE CHIEF'S ASSOCIATION

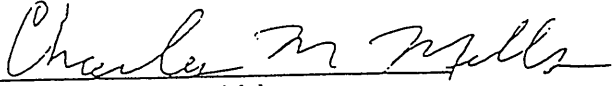


MEMORANDUM OF UNDERSTANDING

The Troy Uniformed Fire Chief's Association recognizes the current financial plight of the City of Troy. In accordance with this, we mutually agree with the City to:

1. Allow the use of a staff chief to temporarily fill the vacancy on the first platoon created by the pending retirement of Battalion Chief John Stinson. This chief shall assume traditional platoon hours.
2. This assignment will be temporary in nature. It shall last only until BC Stinson has utilized his remaining vacation and has been removed from the city payroll. Subsequently, a captain shall be promoted to the rank of battalion chief.
3. Both parties agree that this agreement allowing the utilization of a staff chief to temporarily assume the command of a platoon is not to be construed as past practice at a future date. It has been allowed only because of the current financial condition of the City of Troy, New York.


Thomas O. Garrett
President, U.F.C.A.


Charles M. Mills
Commissioner, Public Safety

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TROY UNIFORMED FIRECHIEFS' ASSOCIATION
AND
THE CITY OF TROY, NEW YORK

It is hereby agreed between the parties as follows:

1. In the event that the shift Battalion Commander for the Monday through Friday day shift is absent his position will be filled by one of the staff chiefs (training officer, emergency medical officer, Assistant Firechief or Deputy Firechief) during his regular tour of duty, and not by calling in a replacement Battalion Chief on overtime.

2. Chief officers will conduct mandated in-service training programs, and the use of outside consultants for this purpose will be discontinued.

3. The next vacancy in the position of Battalion Chief, occurring after the execution of this agreement, shall not be filled, except in the discretion of the City, until after it is resolved whether or not the City will begin operating its own ambulance service. When that question is resolved the City and the Uniformed Firechiefs' Association will discuss the issue of whether or not the vacancy will be filled.

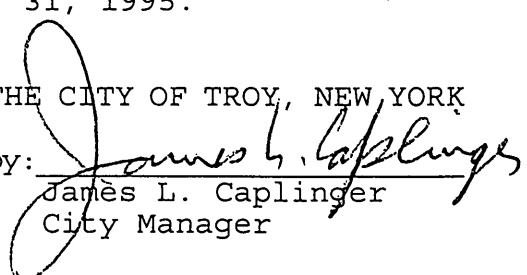
4. The City and the Uniformed Firefighters' Association have discussed the creation of a commission to study re-organization of the Fire Department. It is agreed that if such a commission is created, that it shall have no more than seven (7) members and one (1) of those shall be designated by the Uniformed Firechiefs' Association.

5. This agreement shall take effect on the date of execution by the parties, after authorization therefore by the City Council, and shall terminate at midnight, December 31, 1995.

DATED: August 26, 1994

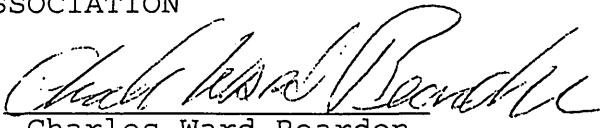
THE CITY OF TROY, NEW YORK

by:


James L. Caplinger
City Manager

UNIFORMED FIRECHIEFS'
ASSOCIATION

by:


Charles Ward Reardon
President

LABOR AGREEMENT

1994 AND 1995

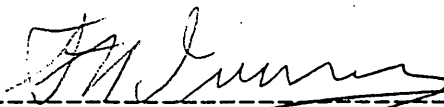
IT IS HEREBY AGREED ON THIS 16TH DAY OF NOVEMBER, 1993 BY AND BETWEEN THE CITY OF TROY, NEW YORK AND THE TROY UNIFORMED FIRE CHIEF'S ASSOCIATION AS FOLLOWS:

THE 1993 LABOR AGREEMENT BETWEEN THE PARTIES, TOGETHER WITH ALL OF ITS PARTS INCLUSIVE OF SCHEDULE "A", IS CONTINUED AND EXTENDED IN ITS ENTIRETY AND WHO FOR TWO ADDITIONAL CALENDAR YEARS COMMENCING JANUARY 1, 1994, WITH LIMITED CHANGES AND AMENDMENTS AS HEREINBELOW SET FORTH.

IT IS FURTHER AGREED THAT, EXCEPT FOR THE CHANGES AND AMENDMENTS FOLLOWING, THE 1993 LABOR AGREEMENT AND EACH AND EVERY ARTICLE, INSTRUMENT, AGREEMENT, MEMORANDUM, SCHEDULE, APPENDIX, PROCEDURE AND SUPPLEMENT THEREIN A PART ARE INCORPORATED BY REFERENCE AND ARE HEREBY ADOPTED AND RATIFIED BY THE PARTIES AS CONJOINTLY BEING AND CONSTITUTING A FULL AND COMPLETE LABOR AGREEMENT FOR TWO CALENDAR YEARS AS IF FULLY SET FORTH IN EACH AND EVERY WORK AND PARTICULAR UNDER SEPARATE COVER AS A SINGLE CONTRACT DOCUMENT FOR THE PERIOD FROM JANUARY 1, 1994 TO DECEMBER 31, 1995.

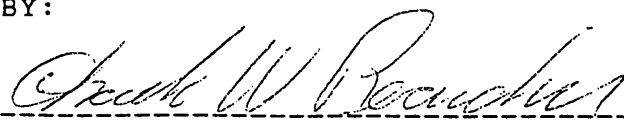
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

THE CITY OF TROY, N.Y.
BY:



Steven G. Dworsky, City Manager

TROY UNIFORMED FIRE CHIEF'S ASS'N
BY:



Charles W. Reardon, President

AGREEMENT BETWEEN

THE CITY OF TROY
DEPARTMENT OF PUBLIC SAFETY
BUREAU OF FIRE

AND

THE TROY FIRE CHIEFS' CONTRACT

1 January 92 Through 31 December 93

1992-1993 TROY FIRE CHIEFS' CONTRACT

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT MATTER</u>	<u>PAGE</u>
I.	PURPOSE AND INTENT.....	1
II.	DEFINITIONS.....	2
III.	RECOGNITION AND BARGAINING UNIT.....	4
IV.	NO STRIKE, NO LOCKOUT PLEDGE.....	4
V.	ASSOCIATION DUES.....	5
VI.	MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	5
VII.	RIGHTS OF EMPLOYEES.....	8
VIII.	GRIEVANCE PROCEDURE.....	10
IX.	HOURS OF WORK AND OVERTIME.....	11
X.	PERMANENT, PROBATIONARY AND PROVISIONAL FIREFIGHTERS.....	12
	A. Permanent Employees.....	12
	B. Probationary Employees.....	13
	C. Provisional Employees.....	13
XI.	SENIORITY.....	13
XII.	HOLIDAYS.....	15
XIII.	LEAVES OF ABSENCE.....	16
	A. Sick Leave.....	16
	B. Vacation Leave.....	18
	C. Personal Leave.....	21
	D. Military Leave.....	22
	E. Leave of Absence Without Pay.....	23
	F. Leave of Absence for Association Representatives.....	23

TABLE OF CONTENTS
(Continued)

<u>ARTICLE</u>	<u>SUBJECT MATTER</u>	<u>PAGE</u>
XIV.	HEALTH INSURANCE.....	24
XV.	RETIREMENT PLAN.....	25
XVI.	WAGES AND OUT-OF-GRADE WORK.....	26
XVII.	UNIFORM ALLOWANCE AND UNIFORMS.....	27
XVIII.	SPECIAL CONFERENCES.....	28
XIX.	NEWLY CREATED AND VACANT POSITIONS.....	28
XX.	PROFESSIONAL TRAINING AND IMPROVEMENT COURSES.....	29
XXI.	VACANCIES AND TRANSFERS.....	30
XXII.	WAIVER CLAUSE.....	30
XXIII.	MISCELLANEOUS PROVISIONS.....	31
	SCHEDULE "A".....	34
	SIGNATURE PAGE.....	35

TROY FIRE CHIEFS' CONTRACT

AGREEMENT entered into this 6th day of April, 1993 between THE CITY OF TROY, NEW YORK, a New York Municipal Corporation (hereinafter referred to as the "Employer" or the "City"), and THE TROY UNIFORMED FIRE CHIEFS' ASSOCIATION, a labor organization existing under the laws of the State of New York (hereinafter referred to as the "Association"). The term of this agreement shall be for a period of two years commencing January 1, 1992 and terminating December 31, 1993.

ARTICLE I. PURPOSE AND INTENT

The general purposes of this agreement are to set forth equitable terms and conditions of employment, to provide for the expeditious and orderly resolution of disputes between the parties and otherwise to maintain amicable and cooperative labor relations between The City of Troy, New York and the members of the Troy Uniformed Fire Chiefs' Association, all in accordance with the New York Civil Service Law, its Public Employees' Fair Employment Act of 1967 as legislatively amended and judicially interpreted, together with the provisions of the Charter and the local laws of the City of Troy, New York.

In expressing their mutual desire to promote harmonious labor relations, the parties recognize and declare that the general safety of the public community is paramount so that any disputes arising between the parties shall be adjusted and resolved without interruption of essential services to the public.

Therefore, in consideration of the mutual covenants and promises hereinafter contained, the parties acting by and through their duly authorized representatives, agree as follows:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II. DEFINITIONS

A. "Association" means the Troy Uniformed Fire Chiefs' Association.

B. "Member" and/or "Employee" means a uniformed person, without regard to gender, employed by the Bureau of Fire of the City of Troy, as a Fire Chief, Assistant Chief, Deputy Chief or Battalion Chief.

C. "Service" or "Length of Service" includes all service with the Bureau of Fire of the City of Troy or any other City Department, starting with the first day of appointment.

D. "Employer" means the Troy Fire Bureau, Department of Public Safety or the City of Troy.

E. "Chief" means the Chief of Fire.

F. "Immediate Supervisor" means the Chief officer supervising the employee claiming grievance. In the case of the Chief, it shall mean the City Manager.

G. "Bureau" means the Bureau of Fire of the Department of Public Safety of the City of Troy.

H. "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering the terms and conditions applicable to the employees of the Bureau and shall include also all the provisions of this Agreement.

I. "Association Officer" shall mean an employee who is an officer or an appointed representative of the Association.

J. "Executive Board" shall mean the appointed members and elected officers of the Association as defined in the Association's Bylaws.

K. "Bargaining Committee" or "Negotiating Committee" shall mean a committee composed of not more than four (4) members who will meet and negotiate with the City concerning this Agreement or future Agreements.

L. "Safety Committee" shall mean a committee of officers appointed by the President of the Association with the approval of the Executive Board whose duties will be to investigate the complaint of any officer that equipment he is required to use is inadequate or unsafe and to certify the condition of such equipment to the Association and to the Chief of Fire.

M. "Court Appearance" shall mean that an employee must appear or give testimony in any court, before a grand jury, or before any other judicial or quasi-judicial body, or in any departmental or agency hearing which may compel his or her attendance either by subpoena or by direction of his or her superior officer.

N. "Commanding Officer" shall mean the officer in charge of a platoon.

O. "Grievance Committee" shall mean a committee of not more than two (2) members designated by the Association to review, screen and to adjust grievances presented by employees.

P. "Department" shall mean the Troy Department of Public Safety.

ARTICLE III. RECOGNITION AND BARGAINING UNIT

Pursuant to and in accordance with all applicable provisions of the Civil Service Law of the State of New York, as amended, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment and other terms and conditions of employment of the Chief, Assistant Chief, the Deputy Chief and the Battalion Chiefs, for the term of this agreement.

ARTICLE IV. NO STRIKE, NO LOCKOUT PLEDGE

The Association agrees that during the term of this Agreement and as long as it is or continues to be the recognized or certified bargaining representative of the employees covered by this Agreement, it will not engage in a strike or cause, instigate, encourage or condone a strike by its employees. Similarly, the City agrees that it will not lock out or provoke its employees, or in any other way penalize or discriminate against them for the purposes of creating pressure upon such employees to accept its terms and conditions during negotiations.

ARTICLE V. ASSOCIATION DUES

A. The City agrees to deduct Association membership dues and assessments from the pay of each member of the bargaining unit who executes or has executed an "Authorization for Payroll Deduction" form.

B. Deductions shall be remitted to the Association not later than the 10th day following the calendar month in which the deduction was made.

C. Employees who are members of the Association at the time this agreement becomes effective shall be members for the duration of this agreement and the City shall not honor revocations from any member included in this provision except as herein provided.

ARTICLE VI. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Except as otherwise provided herein, and subject to other controlling provisions of this Agreement, statutes and laws, the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and all lawful prerogatives of the City shall remain and shall be solely and exclusively the City's rights. Paramount among these rights, but by no means exclusive, are the rights involving public policy, determination of the mission, purpose and duties of the various departments and bureaus within the City, their budgets, organization, number of employees, and the numbers, types, and grades of positions of employees assigned to an organization unit, work project, tour of duty, technology of performing the work, the rights to manage and direct work forces, to decide the number and location of stations and other facilities, to determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, work methods, practices and procedures, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and material in order to operate and manage its affairs in all respects in accordance with law. The foregoing notwithstanding no work presently within the job duties of or performed by members of the Troy Fire Chiefs' Association shall be contracted to be performed by a non-member of the unit or subcontracted to any other party except as expressly permitted by the City Charter.

B. The Charter places responsibility on the City Manager as Chief Executive Officer of the City for enforcing the laws of the State and City, exercising supervision and control over executive departments of the City, for preparing and submitting an annual budget, for directing the proper performance of all City departments and for carrying out all other Charter responsibilities and provisions so designated. It is the responsibility of the Mayor and of the City Council to enact local laws, ordinances, resolutions and to appropriate money. Similarly, it is the responsibility of the City to determine classification, status and tenure of employees, to establish rules, to initiate promotions and disciplinary actions, to certify payrolls and to review appointments in the City's service. The foregoing, however, is limited by State and Federal laws where applicable and by controlling provisions of this Agreement.

C. The City shall have the exclusive right to adopt, revise and to enforce departmental and working rules, regulations and practices, to carry out cost and general improvement programs including the right to hire, to suspend, to demote or discharge, to take over disciplinary action against employees for just cause, to assign, to promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or funds, or for other legitimate reasons, subject only to overriding provisions of this Agreement.

D. The City is obligated, legally and morally, to provide equality of opportunity and treatment of all employees and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment in all phases of the employment process.

E. It is further intended that this Agreement and its supplements shall be an implementation of the Charter and legislative authority of the City Council, the authority of the City Manager and of rules and regulations promulgated by the City and the provisions of the Public Employees' Fair Employment Act..

F. The City will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this contract. No official or agent of the City shall:

1. Interfere with, restrain or coerce employees in the exercise of their rights, to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest.

2. Initiate, create, dominate, contribute to or interfere with the formation or administration of any employee organization meeting the requirements of law.

3. Discriminate in regard to employment or conditions of employment in order to encourage or to discourage membership in a labor organization.

4. Discriminate against any employee because he has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the labor organization recognized under the terms of this Agreement.

5. Refuse to meet, to negotiate or to confer on proper matters with representatives of the Association as set forth in this Agreement, provided however, that the Employer is not required to meet with any representative group or committee containing more than five (5) association members and counsel.

ARTICLE VII. RIGHTS OF EMPLOYEES

A. The power and duties given to the Bureau and its employees involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of employees of the Bureau. These questions may require the immediate investigation by a chief officer. In an effort to insure that these investigations are conducted in a manner conducive to good order and discipline, the following rules are adopted:

1. The interrogation of an employee shall be at a reasonable hour, preferably when such employee is on duty, unless the urgency of the investigation dictates otherwise.

2. Interrogation shall take place usually at Fire Headquarters or at a location designated by the investigating officer.

3. An employee shall be informed of the nature of the investigation before any interrogation commences, including the name(s) of the complainant(s). Sufficient information reasonably to apprise such employee of the allegation should be provided.

4. The questioning shall not be overly long.

5. The employee shall not be made the subject of any threats or promises.

6. An employee who is under arrest or who is a suspect in a criminal investigation or whose arrest may be occasioned as a consequence of his interrogation or who may thereby be placed in jeopardy of personal freedom or employment shall be afforded all Constitutional rights prior to and throughout the investigation.

7. Interrogation records shall be the property of the City but a copy will be made available to the Association or to the employee upon request.

8. In all cases, the City shall afford an opportunity upon request, to consult with counsel and/or his Association representative before being questioned concerning a violation of law or of the Rules and Regulations. Counsel and/or a representative of the Association may be present during interrogation.

D. No entry shall be placed in the employee's personnel file without the giving of notice thereof to the employee within three (3) days of the making of such entry. Every employee shall have the right to examine his personnel file at any reasonable time upon request.

E. In the event that an investigation results in the institution of disciplinary action, a representative of the Association shall be entitled to participate in all stages of the proceedings and shall be provided with a copy of all charges and specifications, recommendations and decisions, if requested.

F. Unless the affected employee should otherwise agree, with prior notice to the Association, all disciplinary proceedings shall be controlled by Article 5 of the Civil Service Law of the State of New York and the grievance and arbitration procedures herein. Such agreement shall in no event constitute a precedent in other cases.

ARTICLE VIII. GRIEVANCE PROCEDURE

A. DECLARATION OF BASIC PRINCIPLE

Every employee shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to representation of his own choosing at all stages of the grievance procedure.

For purposes of this Article, a "day" shall mean a 24-hour calendar day inclusive of Saturdays and Sundays but exclusive of legal holidays as set forth in Article XII herein.

B. INITIAL PRESENTATION

An employee who claims to have a grievance shall present the grievance to the City Manager, in writing, within five (5) days after learning of the situation which created or caused the grievance. The City Manager shall discuss the grievance with the employee and shall make such investigation as he deems appropriate all on an informal basis. Within five (5) days after presentation of the grievance, the City Manager shall make his decision and communicate the same in writing to the employee and to the Association.

C. SECOND STAGE

1. The Association may request arbitration of the decision of the City Manager within fifteen (15) days after notice of the City Manager's decision. The appeal shall be taken and the arbitration shall proceed in accordance with the rules and procedures established by the Public Employment Relations Board. The fees and expenses of the Arbitrator shall be paid in full by the losing party, except as may otherwise be allocated by the Arbitrator.

2. The decision of the Arbitrator shall be binding upon all parties.

ARTICLE IX. HOURS OF WORK AND OVERTIME

A. The basic work week for all employees shall be forty (40) hours averaged over a calendar year.

B. A unit member shall be on line duty at all times.

C. The basic work schedules of chief officers shall be as follows:

1. Chief, Assistant Chief, Deputy Chiefs and Battalion Chiefs assigned as Training Officer, Fire Prevention and Inspection Officer: Eight (8) hours a day, five (5) days per week.

2. Platoon Commanders: Twenty-four (24) hour schedule of their platoons.

D. Schedules may be adjusted to assure adequate command presence. Such adjustments shall be effective only after the affected members have conferred with the City Manager in accordance with Article XI. However, the provisions of Article XVI may be waived if the affected members agree.

E. A unit member working (1) in excess of a tour of duty, (2) recalled to duty or (3) required to appear in court or at a disciplinary hearing or Uniformed Firefighters' Association grievance, when not on a scheduled tour of duty shall, at the option of the employee, be entitled to pay or compensatory time off for all authorized overtime at the rate of time and one-half.

F. Unit members recalled to duty shall be credited not less than two (2) hours overtime (three (3) hours compensatory time).

G. Compensatory time earned by an employee shall be paid upon thirty (30) days written notice, minimum of twelve (12) hours, at the rate in effect at the time of payment or it can be accumulated to the extent allowed by State and Federal Law.

H. In the event of a major fire when volunteers or outside help is called into the City, an extra Battalion Chief shall be called (by seniority) to act as liaison.

I. Upon written notice to the City of intent to retire, the employee shall have first choice of available overtime for any two (2) years of service. This shall be allowed only once during the employee's career.

ARTICLE X. PERMANENT, PROBATIONARY AND PROVISIONAL FIREFIGHTERS

Subject to the provisions of the Civil Service Law and the applicable rules of the Civil Service Commission, employees of the Bureau of Fire are hereby classified as follows:

A. Permanent Employees: A permanent employee is one who has completed the probationary period after appointment from a civil service list.

B. Probationary Employees: A newly appointed employee shall be deemed on probation for the minimum period required by the Rules and Regulations of the Civil Service Commission. The City may extend the probation period beyond the minimum and up to the maximum period provided by law upon giving notice to the employee as to the reason why the appointment has not been made permanent. The employee shall, during probation, be entitled to all the benefits available under this Agreement. The same provisions shall apply to an employee who has received a promotional appointment and is required to serve a probationary term by law or by the rules of the Civil Service Commission.

C. Provisional Employees: A provisional employee is one who is holding a position without appointment from a Civil Service list. The term of appointment of a provisional employee shall be in accord with the Civil Service Law and the position shall be filled as soon as it is possible to do so by permanent appointment. Exceptions to the foregoing are appointments made due to and for the period of absence or unavailability of an incumbent.

ARTICLE XI. SENIORITY

A. Seniority shall be determined as of the date of the employee's appointment from a Civil Service List as a firefighter in the City of Troy. If two or more employees are appointed on the same day, the person standing highest on the Civil Service eligibility list shall be considered the senior appointee. Officer seniority shall be determined as of the date of Civil

Service promotion, but if two or more officers of equal rank are promoted on the same day, the firefighter holding the higher mark on the Civil Service List shall be the senior appointee. If two or more officers are promoted on the same day to the same rank and have equal grades on the Civil Service examination, the officer with the greater length of service shall be senior. If a tie exists after applying the above standards to any employee, whether officer or firefighter, a flip of coin will determine seniority.

Included, for purposes of seniority, shall be time spent in the armed forces on military leave from the Bureau, time lost because of duty-connected disability, sick leave, or authorized leave of absence not to exceed one (1) year leave of absence to engage in other employment or field of endeavor shall not be included.

B. An up-to-date seniority list showing the names, length of service dates, Civil Service examination grades, where necessary, and rank shall be furnished the Association every six (6) months. A copy of the list shall be maintained for inspection by employees.

C. Employees shall lose their seniority for the following reasons:

1. Resignation.
2. Dismissal without reinstatement.
3. Retirement.
4. Unexcused failure to return to work when recalled from lay off.
5. Unexcused failure to return to work after expiration of formal leave of absence.

D. Seniority shall be a major factor in filling job openings, unless the senior employee is not qualified to perform the duties required. It is recognized, however, that the public safety must not be jeopardized through artificial constraints resulting from the application of strict seniority.

E. In determining preference for the purpose of selection of assignments, seniority within rank shall control.

F. Seniority, within the Bureau shall govern layoffs and recalls. The employee lowest on the Seniority list shall be the first laid off and the last to be recalled.

ARTICLE XII. HOLIDAYS

A. All employees whose tour of duty does not require them to work shall be released from duty without loss of pay on the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

B. Furthermore, each employee shall be paid twelve (12) additional days pay whether he is required to work on any of the above mentioned holidays. Such additional holiday pay shall be accumulated from December 25 of each year and paid in a lump sum on the first day of December of the following year. On-line personnel that work the entire holiday shall be credited with twelve (12) hours compensatory time. Staff personnel working overtime shall be paid at the overtime rate and receive one-half (1/2) of the time worked as compensatory time.

C. An employee on unpaid leave of absence or layoff shall not receive holiday pay during such leave.

D. Holiday pay will not be paid to an employee scheduled to work on a holiday who fails to report for such work, unless he provides a good and satisfactory reason for the absence.

E. Whenever civilian city employees are excused from work because of a special event not included in the regular leave calendar (such as good Friday, death of an important public figure or any other occasion declared a holiday by the City, State or Federal authorities), equal time off shall be allowed to employees of the Bureau, either on the same day, or if required to work that day, on another day. This provision shall not apply to the practice of allowing clerical employees to leave work at 4:00 P.M. during July and August.

ARTICLE XIII. LEAVES OF ABSENCE

A. Sick Leave

1. All employees shall be allowed time off for illness without limitation. Any employee absent because of illness shall notify the Chief's Office or the Communications Center of such absence and the reason therefor at the beginning of his scheduled tour of duty on the first day of such absence, unless his physical condition prevents him from giving such notice, in which event, notice shall be given as soon as possible.

2. Whenever an employee is reported sick or disabled, it shall be the duty of the Fire Surgeon to inquire into the employee's condition as soon as possible and, if in his judgment, such employee may be unable to perform his duties or may require the attention of a physician, said surgeon shall issue a certificate relieving the employee from duty.

3. If an employee becomes disabled because of injuries received in the course of his employment with an Employer other than the City of Troy and, when injured, such employee is not engaged in activities related to his duties as an employee of the City of Troy and the employee is receiving Workmen's Compensation benefits from such Employer or his insurance carrier, the employee will be continued on sick leave for such period of disability up to the maximum provided in Section 73 of the Civil Service Law.

4. If the Surgeon determines that an employee is not physically fit for duty as a chief officer, his sick leave will be continued until such time as the Surgeon certifies him fit for full active duty.

5. If an employee does not take any sick leave during any consecutive six (6) month period, he will accrue twelve (12) hours of "bonus time" which he may elect to take during the next twelve (12) months or to bank until retirement at which time he will be paid for such hours earned at the rate in effect at the time of payment or use them to accelerate retirement.

B. Vacation Leave

1. Vacation leave is authorized absence from duty with pay. No seasonal, temporary or part-time employee is eligible for vacation leave.

2. Vacation leave shall be earned in accordance with the following schedule:

<u>TIME EMPLOYED</u>	<u>VACATION LEAVE EARNED</u>
121-180 months	35 calendar days
181-240 months	42 calendar days
241-300 months	49 calendar days
301-360 months	56 calendar days

3. Employees shall receive credit for a month worked for every month in which they receive wages for a minimum of fifteen (15) calendar days. Time lost by an employee by reason of absence without pay shall not be considered in computing earned credits for vacation leave. Credits for months earned shall be computed from the date of appointment as an employee of the City of Troy.

4. "Kelly Days" (compensatory time off to average the work week) shall be earned by each employee on the basis of one Kelly Day for each thirty (13) weeks of the year in which the employee works for seven (7) or more weeks. Vacation days shall be counted as time worked for purposes of calculating Kelly Days. Kelly Days shall be taken at the rate earned (1 per quarter of each year) at a time mutually agreed upon by the member and the City Manager.

5. Employees may accumulate vacation leave credits for future use to a maximum of sixty-three (63) calendar days.

6. Vacation leave schedules shall be designated by the City so as to permit the continued operation of all City functions without interference. Available vacation leave period schedules shall be posted prior to January 1 of each year. All vacation periods shall be for a minimum of seven (7) calendar days. Vacation leave for periods of less than seven (7) calendar days will be allowed only when good cause exists. Fourteen (14) calendar days is the maximum that may be selected on the initial vacation pick and all additional vacation entitlement shall be on the same basis and selected on the subsequent round of vacation picks. After selections are approved, they shall be final, except for emergencies or, if permitted, by the schedules.

7. Vacation entitlement shall be on the basis of forty (40) hours per week. Vacation time shall equal the time that the employee was scheduled to work during his vacation period.

8. Employees shall be entitled to compensation for unused vacation leave in any of the following circumstances:

(a) upon the employee giving at least twenty (20) calendar days written notice regarding termination of his employment with the City.

(b) upon the employee being placed on indefinite layoff or separated from the City for reasons other than disciplinary action.

(c) upon the employer entering military service.

(d) Any employee entitled to vacation leave time who may die prior to his receipt of said benefit shall have an amount equivalent to his pay for such unused vacation leave time paid to his next-of-kin or estate.

(e) Any employee may, with written approval of the City Manager, continue to work in lieu of taking a vacation, in which event he shall be paid for his vacation time as well as for working time.

(f) Any employee entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation shall have the right to postpone the taking of such vacation until such time as he is physically capable of so doing. If such vacation cannot be rescheduled within the same calendar year and exceeds in whole or part the maximum accumulation allowed under this Article, such excess over the maximum accumulation shall be credited as compensatory time which, if not taken by December 31 of any year, will be paid for on the following February 1, unless permission is granted by the City Manager to extend the accumulation beyond that date.

9. A leave of absence without pay, or a resignation followed by reinstatement or re-employment in City service within one (1) year following such resignation, shall not constitute an interruption of continuous service for the purpose of this section; provided, however, that the leave without pay or the period between resignations and reinstatements or re-employment during which the employee is not in City service shall not be counted in determining eligibility for additional vacation leave credits under this section.

10. Employees may utilize earned vacation leave credits in case of illness or death of family members other than those defined under the personal leave provisions of this contract as "immediate family". Advance notice of not less than twenty-four (24) hours shall be required, if possible.

C. Personal Leave

1. Employees shall be granted a maximum of sixty (60) hours of personal leave without giving a reason therefor upon giving prior notice to the Fire Chief, except in cases of emergency. Such leave may be taken in twelve (12) units of four (4) hours and one (1) unit of twelve (12) hours and shall neither be cumulative or taken on consecutive working days; however, any available units may be combined so as to be taken consecutively for up to twenty-four (24) hours.

The City Manager shall allow personal leave of twelve (12) hours duration on December 24, 25, 31 and January 1 except that no employee may take more than one such leave on these four dates. Requests for personal leaves for these dates must be submitted to the Chief not later than 12:00 noon on December 20. Leave shall be granted on the basis of overall service time with the Bureau regardless of rank. No personal leaves shall be granted on these dates that, at the time of the City Manager's approval, necessitate either the recall of personnel or the removal of a piece of apparatus from duty.

2. Employees shall be granted up to five (5) consecutive calendar days with pay due to death in one's immediate family, the last day of which shall be the day following the funeral

except, however, as may otherwise be authorized by the City Manager. The term "immediate family" shall mean natural, foster, stepparents or grandparents, children, brothers, sisters, spouse, father-in-law, mother-in-law or any relatives residing in the household of the employee.

3. An employee shall be allowed all necessary release time with pay to take Civil Service examinations for positions within the Department of Public Safety. Such employee will not be required to work as of and after midnight of the night preceding the examination.

4. Employees shall be paid for all unused personal leave as of the last day of the year for a maximum of thirty-six (36) hours of unused personal leave.

5. Employees who are within eighteen (18) months of their retirement date (20 years) shall be entitled to one eight (8) hour day leave with pay to be used anytime within that eighteen (18) month period for the purpose of seeking retirement/career and/or related financial counseling and/or planning. The employee must notify the Chief's office one (1) week in advance.

The City shall facilitate the same by making available at the employee's option free consultation with appropriate City personnel to assist in such counseling and/or planning and to provide such information as the City may have with respect to the employee's rights and benefits upon retirement from the Bureau. An employee who chooses to remain with the Bureau for three and one-half (3 1/2) years after his retirement date is thereafter entitled to another one eight (8) hour day leave with pay, to be used any time for the purpose set forth above.

D. Military Leave

1. The City will abide by the re-employment rights as provided in the Selective Service Act and in the New York State Military Law, as they are in effect or may be amended. Employees who are members of the National Guard or of a Military Reserve organization, will be granted a leave of absence without pay if called to active duty.

2. As more fully set forth in Section 242 of the Military Law, firefighters who are members of the National Guard or any Military Reserve organization and who are required to attend training sessions or other military duty shall be granted leave of absence with full pay for a period not to exceed thirty (30) days.

E. Leave of Absence Without Pay

1. The City Manager may grant leaves of absence without pay to employees for periods up to ten (10) consecutive working days, not to exceed fifteen (15) working days per calendar year. Leaves in excess of ten (10) working days must be approved by the City Manager. No leave shall exceed one (1) year.

2. Employees shall request such leaves of absence in writing in advance of the date so desired; however, the City Manager may make exceptions in emergency situations.

3. For leaves exceeding thirty (30) days, the employee may continue such benefits as hospitalization, life insurance, etc., at his own expense.

F. Leave of Absence for Association Representatives

Association officers, representatives and delegates will be allowed all necessary released time with pay to participate in negotiations with the Employer, adjustment of grievances, arbitration hearings and other functions relative to the operation of this Agreement. They also will be given leave with pay to attend association and executive board meetings and to participate in and attend conferences and conventions of affiliated associations and organizations. Three (3) members shall be given time to attend such conventions.

ARTICLE XIV. HEALTH INSURANCE

A. The City shall continue in effect the City's Self-insured Health Plan with benefit levels equal to those previously provided by the City.

The City shall pay up to the full individual and dependent premium cost of the plan for employees in the employ of the City as of the date of execution hereof.

Additionally, the City shall institute, provide and maintain a family G.H.I. of the spectrum 160 level benefits including full reimbursement for basic prosthetics and orthodontic expenses or other carrier dental plan or equivalent for members of the Association. The premiums for such dental plan shall be borne equally by the City and by the subscribing members of the Association so that each shall pay one hundred percent (100%) of the annual premiums for coverage of association members and fifty percent (50%) of the annual premium for coverage of their dependents, except beginning January 1, 1989 the City shall contribute one hundred percent (100%) of the annual premiums for coverage of association members and their dependents.

B. Employees employed by the City subsequent to January 1, 1988 (1) may, at their option and expense, be covered under the above Health Insurance Plans after thirty (30) days employment; (2) shall, at their option, be provided individual coverage toward the premium cost of which the City shall contribute fifty percent (50%) thereof increasing to seventy-five percent (75%) after one (1) year of continuous employment and further increasing to one hundred percent (100%) after two (2) years of continuous employment; (3) shall be provided dependent coverage toward the premium cost of which the City shall contribute fifty percent (50%) thereof after two (2) years of continuous employment increasing to seventy-five percent (75%) after three (3) years of continuous employment and further increasing to one hundred percent (100%) after four (4) years of continuous employment.

C. In addition to the benefits provided above, in accord with Section 207-a of the General Municipal Law, an employee injured in the course of duty who requires hospitalization will be provided with care at the expense of the City.

D. The City shall make available to employees retiring as of and after January 1, 1988, individual and dependent health insurance coverage equal to that provided active employees and shall contribute to the premium cost of such coverage the cost thereof to the City at a rate of one hundred percent (100%) for health and medical insurance and fifty percent (50%) for dental insurance.

ARTICLE XV. RETIREMENT PLAN

A. The City shall be a participant in the New York State Policemen and Firemen's Retirement System and shall subscribe to the following plans:

1. Non-contributory "25-Year Plan" (Section 384 and Section 375-c, e, g, h and i of the Retirement and Social Security Law).

2. The City will provide to all employees, without cost to such employees as elect to subscribe thereto, either the twenty (20) year retirement plan provided for in Section 384-d of the Retirement and Social Security Law or the twenty-five (25) year retirement plan provided in Section 384 (f), (g), or (h) of the Retirement and Social Security Law.

3. The City will provide to all employees without cost to such employees, the one year final average provision set forth in Sections 302 (9) (d) of the Retirement and Social Security Law.

B. The following "fringe" retirement benefits shall be subscribed to:

1. Additional retirement benefits provided for in Section 341 (k) of the Retirement and Social Security Law (military service credit and World War II credit) in accordance with terms set forth in said statute.

2. As available, reopening of the privilege of having service credited for a past period of military leave without pay.

3. The right to purchase credit for service while a member of any other New York State, or subdivision of the State's retirement system.

C. Eligible employees of the bargaining unit shall have the right to subscribe to the plans specified in Sections A and B. The City shall bear the entire cost of the contribution proscribed for the Employer by the State of New York.

ARTICLE XVI. WAGES AND OUT-OF-GRADE WORK

Wages:

1. The wage, salary scale and matters of economic consideration shall be as set forth in Schedule "A" attached hereto and made a part hereof by this reference.

ARTICLE XVII. UNIFORM ALLOWANCE AND UNIFORMS

A. Employees shall receive an allowance of \$33.50 per month for the purchase and replacement of official uniform items. Such allowance shall be earned for each month in which the employee worked or received regular compensation for fifteen (15) days.

B. Uniform allowance earned shall be credited to the employee annually on or before February 1 of each year.

C. Uniform items shall be purchased from vendors designated by the City and the City shall pay the vendors directly for such purchases up to the total allowance earned. Except, employees may elect to utilize up to \$50.00 of earned clothing allowance for repairs of issued/authorized uniforms and equipment items. To obtain such reimbursement, employees shall submit receipts for such repairs. Purchases in excess of the total amount earned may not be charged against future earned allowances.

D. Newly promoted, transferred or reassigned chief officers shall be supplied by the City, at its expense, all additional uniforms, clothing and equipment required in connection with the new position.

E. Employees who terminate their employment in the Fire Bureau shall not receive compensation for uniform allowance earned but not paid.

F. In the event that the City hereafter decides to change the uniform worn by chiefs, the City will supply such new uniforms, at its own expense, without charge-back to the allowance described above.

G. The City will replace at its expense all clothing and equipment damaged, lost or destroyed in the course of duty excluding normal wear and tear, paragraph "C" above, notwithstanding.

H. Employees may carry over all unused clothing allowance to the following year.

ARTICLE XVIII. SPECIAL CONFERENCES

The City and the Association agree to meet and to confer on matters of mutual interest upon the written request of either party. The request shall state the nature of the matters to be discussed and reason(s) for requesting the conference. Discussion shall be limited to matters set forth in the request, but it is understood that these special conferences shall be held within ten (10) calendar days of the receipt of the written request and shall be held at a time and place which is mutually agreeable. Each party shall be represented by not more than five (5) persons at special conferences.

ARTICLE XIX. NEWLY CREATED AND VACANT POSITIONS

Newly created and/or vacant promotional positions shall be filled from Civil Service lists within thirty (30) days; provided, however, that if any list would expire prior to that time, the position will be filled before the expiration of the list in existence at the time the vacancy occurs or the new

position is created. If it is necessary that a position be filled temporarily until a list is propounded, the Bureau shall post the position and candidates who would be eligible to take the Civil Service examination may apply for the temporary job. The person filling the position temporarily shall be compensated at the rate that the permanent position will pay. If there is a Civil Service List and a temporary appointment is to be made, the City must use the Civil Service List to fill the position.

ARTICLE XX. PROFESSIONAL TRAINING AND IMPROVEMENT COURSES

A. The City and the Association agree that as many employees as possible participate in professional, educational and training courses whenever available.

1. The City shall post on bulletin boards located at fire headquarters announcements of all courses to be given which are of benefit to the City, the Bureau and/or the Chief Officer in the performance of his duty. All eligible officers shall have an opportunity to bid for the courses. In the event that there are more bids than openings available, the senior personnel will be given the preference subject to any special requirements by the institution giving the course.

ARTICLE XXI. VACANCIES AND TRANSFERS

In selecting personnel hereunder, the following criteria shall be applied:

A. Vacancies shall be posted and employees desiring to be transferred to such assignments shall submit their written request to the Chief of Fire. Appointments shall be made by seniority unless the assignment requires special qualifications which the senior applicant is not eligible to meet. A Chief Officer who is bypassed in selection for assignment shall be advised in writing of the reason therefor and may, if he believes the Employer is in error, file a grievance concerning the same.

ARTICLE XXII. WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this Agreement. Therefore, the City and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

ARTICLE XXIII. MISCELLANEOUS PROVISIONS

1. Since employees are presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by an employee on his time off, which would have been taken by an employee on active duty if present, or available, shall be considered official action and the employee shall have all of the rights and benefits concerning such action as if he were on active duty.

2. In the event that an employee is faced with a civil claim arising out of an incident related to his lawful service with the Bureau, the City will provide legal counsel for his protection and hold him harmless from any financial loss.

3. Employees who are required to use their personal automobile for official purposes shall be compensated by the City at the standard mileage rate determined by the Internal Revenue Service for the applicable year, and appropriate highway toll charge(s).

4. The City will within thirty (30) days of employment or execution of this Agreement provide each employee a handbook containing the Rules and Regulations of the Bureau and a copy of this Agreement.

5. Wages, hours and all other conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

6. If any Article or Section of this Agreement or any Supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with any enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and its Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such Article or Section.

7. This agreement shall become effective as of January 1, 1992 and shall terminate on December 31, 1993. This agreement shall supersede all Rules, Regulations, Ordinances, Charter provisions and directives inconsistent with the terms hereof. If the parties hereto have failed to agree upon a new contract on or before December 31, 1992, all of the terms and conditions set forth in this Agreement and any supplement and modification thereof, shall continue in full force and effect until the date of execution of the new Agreement.

8. Verbal orders concerning policy matters and involving all Bureau personnel and issued by either the Chief or the City Manager shall be confirmed in writing within three (3) working days thereof and posted in each house.

9. Deferred Compensation Plan. The City shall offer to the employees such deferred compensation plan as may be established by the City and amended from time to time. The participation in said plan by any employee shall be at his option and shall be in accordance with the rules and regulations set forth in said plan as well as any applicable state and/or federal laws.

10. Upon written notice to the City of intent to retire, employees may, at their option, work Kelly Days (to a maximum of eight (8), during any two (2) years of employment and may, at their option, defer payment for such time worked until their final month of service. For those members whose work schedules do not include the earning of Kelly Days, the provisions of this section may be used to allow such members to apply compensatory credits to a maximum of one hundred ninety-two (192) hours in any two (2) years of employment so that all members of the Association receive equal treatment. This shall be allowed only once during the employee's career.

11. Fire Chiefs required to appear in Court, as that term is defined in Article II (M), when not on a scheduled tour of duty shall be paid no less than four (4) hours.

There shall be no layoff of employees and each and every member of the Troy Uniformed Fire Chiefs' Association shall be assured employment in calendar 1993 equal to the number of days worked by such member in calendar 1991, it being the intent of the parties that all members employed in 1991 be continued in employment throughout 1993 in at least their present capacities without reduction or diminution of hours, pay or benefits.

SCHEDULE "A"

1. SALARY SCHEDULE

Rank

Battalion Chief.....will at all times receive a salary of
at least 20% above the Captains' wage.

Deputy Chief.....will at all times receive a salary of
at least 12% above the Battalion
Chief's wage.

Assistant Chief.....will at all times receive a salary of
at least 5% above the Deputy Chief's
wage.

Chief.....will at all times receive a salary of
at least 5% above the Assistant Chief's
wage.

Additionally, the City shall provide the Assistant Chief, Deputy Chief and Battalion Chief's premium pay in the amount of Three Hundred Fifty and 00/100 Dollars (\$350.00) for each quarter of the year that each employee is engaged in the administration of basic life support or advanced life support or Hazardous materials procedures by the Bureau of Fire. The City shall provide the Chief of Department premium pay in the amount of Four Hundred Fifty and 00/100 Dollars (\$450.00) for each quarter of the year that each employee is engaged in the administration of basic life support or advanced life support or Hazardous materials procedures by the Bureau of Fire. Such premium pay is given in the first pay period of December.

2. LONGEVITY SCHEDULE

The City will pay a longevity allowance in addition to the above salaries as follows:

(a) To those employees who have completed fifteen (15) years of service, the sum of One Thousand One Hundred and 00/100 Dollars (\$1,100.00).

(b) To those employees who have completed nineteen (19) years of service, the sum of One Thousand Three Hundred and 00/100 Dollars (\$1,300.00).

(c) To those employees who have completed twenty-four (24) years of service, the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00).

(d) To those employees who have completed twenty-nine (29) years of service, the sum of One Thousand Seven Hundred and 00/100 Dollars (\$1,700.00).

Such allowances shall become effective as of the first day of the year when the anniversary date occurs within that year. All longevity payments shall be made in lump sum on the first pay day in December of each year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE CITY OF TROY

By: 

Steven G. Dworsky, City Manager

THE TROY UNIFORMED FIRE CHIEFS' ASSOCIATION

By: 

Charles W. Reardon, President